the commission of which subjects the wrongdoer both to a criminal prosecution and a civil action. Cases in accord, are: *Murphy* v. *Hobbs,* 7 Colo. 541, 5 Pac. 119, 49 Am. Rep. 366; *Huber* v. *Teuber,* 3 MacArthur 484, 36 Am. Rep. 110; *Albrecht* v. *Walker,* 73 Ill. 69; *Wabash Printing &c. Co.* v. *Crumrine,* 123 Ind. 89, 21 N. E. 904; *Austion* v. *Wilson,* 4 Cush, 273, 50 Am. Dec. 766; *Boyer* v. *Barr,* 8 Neb. 68, 30 Am. Rep. 814; *Fay* v. *Parker,* 53 N. H. 342, 16 Am. Rep. 270. Contra, *Brown* v. *Evans,* 17 Fed. 912; *Wilson* v. *Middleton,* 2 Cal. 54; *Brannon* v. *Silvermail,* 81 Ill. 434; *Hauser* v. *Griffith,* 102 Iowa 215, 71 N. W. 223; *Jockers* v. *Borgman,* 29 Kan. 109, 44 Am. Rep. 625; *Boetcher* v. *Staples,* 27 Minn. 308, 7 N. W. 263, 38 Am. Rep. 295; *Barr* v. *Moore,* 87 Pa. St. 385, 30 Am. Rep. 367; *Cole* v. *Tucker,* 6 Tex. 266; *Edwards* v. *Leavitt,* 46 Vt. 126; *Brown* v. *Swineford,* 44 Wis. 282, 7 Cent. Law J. 208. But, argued the court in the principal case, the corporation is not exposed to a criminal prosecution, therefore exemplary damages may be allowed against a corporation for the assault of its agent, though the assault exposed the agent to a criminal prosecution. Among the cases in support of this doctrine there are, *L. N. A. & Chicago Ry. Co.* v. *Wolfe,* 128 Ind. 347, 27 N. E. 606, 25 Am. St. Rep. 436; *Goddard* v. *Grand Trunk Ry Co.,* 57 Me. 202, 2 Am. Rep. 309; *Singer Mfg. Co.* v. *Holdfodt,* 86 Ill. 455, 29 Am. Rep. 43; *Caldwell* v. *New Jersey Steamboat Co.,* 47 N. Y. 282; *Pittsburg &c. Ry Co.* v. *Slusser,* 19 Ohio St. 157. The rule has been unusually stringent against common carriers and especially railroad companies. *Lienkauf* v. *Morris,* 66 Ala. 406; *Goddard* v. *Grand Trunk Ry. Co.,* supra. However some of the strongest cases are contra, *Warner* v. *Southern Pac. Co.,* 113 Cal. 105, 45 Pac. 187, 54 Am. St. Rep. 327; *Hagan* v. *Providence & Worcester R. R.,* 3 R. I. 88, 91; *L. S. & M. S. Ry. Co.* v. *Prentice,* 147 U. S. 101, 13 Sup. Ct. 261. For a comment on the case last cited and a sound criticism of the doctrine of allowing exemplary damages against corporations for the torts of their agents or servants see 7 HARV. L. REV. 45. But even these cases agree that puritive damages may be allowed against the principal if "the principal participated in the wrongful act of the agent, expressly or impliedly, by his conduct authorizing it or approving it, either before or after it was committed." See generally, 13 CYC. 114-118, 1 SEDGWICK, DAMAGES (8th Ed.) § 380.

DETERMINABLE FEES—CONSTRUCTION OF WILLS.—A testator, 82 years old when he made his will, and leaving, when he died, his wife, three daughters, and an unmarried son, devised the life income from his estate to his wife, to his son the remainder of his estate, after paying certain legacies to his daughters. The will provided that "in the event that any of my children should die without definite issue and before this will takes effect, then their respective share or shares * * * shall accrue to my surviving children, share and share alike." The son survived the testator, married, and died without issue (his wife surviving him) in the lifetime of his mother. *Held,* the son took only a base or determinable fee, and on his death without issue his share went to his surviving sisters. *Abrahams* v. *Sanders* (Ill. 1916), 113 N. E. 737.

Some modern writers on real property are of the opinion that determinable fees could not be created since the statute of Quia Emptores, passed in 1290, because that statute destroyed, in all conveyences of fee simple, the tenure upon which the possibility of reverter depended. GRAY, RULE AGAINST PERPETUITIES (2nd Ed.), § 31-42a; 3 LAW QUART. REV. 399; SANDERS, USES AND TRUSTS (5th Ed.), 208-209; LEAKE, DIGEST OF THE LAW OF PROPERTY IN LAND (2nd Ed.), 25. At least one modern writer is of the opposite opinion, and defends his position on the theory that Quia Emptores applied solely to conveyences in fee simple absolute. CHALLIS, LAW OF REAL PROPERTY, 403. Many cases recognize determinable fees. *First Universalist Society of North Adams* v. *Boland,* 155 Mass. 171 (in which case, according to GRAY, this point need not have been decided); *Stuart* v. *Easton,* 170 U. S. 383, 42 Law, Ed. 1078; *Slegel* v. *Lauer,* 148 Pa. St. 236; *Pulse* v. *Osborn,* 30 Ind. App. 631, 64 N. E. 59; *Wheeler* v. *Long,* 128 Ia. 643, 105 N. W. 161; *Commonwealth* v. *Pollitt,* 25 Ky. Law Rep. 790, 76 S. W. 412. See 2 SHARSWOOD AND BUDD, LEADING CASES IN AMERICAN LAW OF REAL PROPERTY, 17 et seq. The instant case is one in which the court so construed the will as to give the son but a fee simple determinable, even though certainly without any great effort, it might so have construed it as to create in him a fee simple. Probably the motive behind the court's action is commendable and the result meritorious, for such an interpretation, in the light of what has happened since the testator's death, achieves the result which the testator doubtless would have desired. So the case may be taken as illustrating the effort a court will make to effectuate the so-called intent of the testator. *Edgerly* v. *Barker,* 66 N. H. 434; 9 COL. LAW REV. 51; 9 HARV. LAW REV. 242.

DIVORCE—MATRIMONIAL DOMICIL.—The husband deserted the wife in Massachusetts, where they had lived since marriage; he moved to Georgia, established his domicil there, and secured a divorce there on the ground of cruel and abusive treatment, of which suit the wife had no actual notice. Later she brought this suit for divorce in Massachusetts. *Held,* that since the husband deserted the wife unjustifiably, the matrimonial domicil remained in Massachusetts, and she having no actual notice of the suit for divorce in Georgia, that decree would not be recognized under the rules of interstate comity nor did the full faith and credit clause of the Constitution apply, and she was entitled to a divorce. *Perkins* v. *Perkins,* (Mass. 1916), 113 N. E. 841.

The principal case seems to present practically the same facts as *Haddock* v. *Haddock,* 201 U. S. 562, and reaches the same conclusions in spite of the great amount of criticism which has been directed against *Haddock* v. *Haddock.* See 4 MICH. L. REV. 534, 11 MICH. L. REV. 508, 19 HARV. L. REV, 586. It differs slightly from *Haddock* v. *Haddock* in the fact that the husband and wife had lived together in Massachusetts some time before he deserted her, while in *Haddock* v. *Haddock* they never lived together in New York where the court found the matrimonial domicil to be. So the principal case did not go so far as *Haddock* v. *Haddock.* The last mentioned case decided that divorce given without actual notice by a court